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8

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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 BENJAMIN ANTHONY COLLINS,
aka "BenzThaKidd,"

16 Defendant.
17

No. 2:24-CR-00689-FLA

PLEA AGREEMENT FOR DEFENDANT
BENJAMIN ANTHONY COLLINS

18
19 1. This constitutes the plea agreement between BENJAMIN
20 ANTHONY COLLINS ("defendant") and the United States Attorney's Office
21 for the Central District of California (the "USAO") in the above-
22 captioned case. This agreement is limited to the USAO and cannot
23 bind any other federal, state, local, or foreign prosecuting,
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. Give up the right to indictment by a grand jury and,
28 at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to a single-count first superseding
2 information in the form attached to this agreement as Exhibit A or a
3 substantially similar form, which charges defendant with distribution
4 of Protonitazene, in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C)
5 (the "superseding information").

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered
10 for service of sentence, obey all conditions of any bond, and obey
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be
13 excluded for sentencing purposes under United States Sentencing
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessment at or before the
19 time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 h. Defendant agrees that any and all criminal debt
22 ordered by the Court will be due in full and immediately. The
23 government is not precluded from pursuing, in excess of any payment
24 schedule set by the Court, any and all available remedies by which to
25 satisfy defendant's payment of the full financial obligation,
26 including referral to the Treasury Offset Program.

27 i. Complete the Financial Disclosure Statement on a form
28 provided by the USAO and, within 30 days of defendant's entry of a

1 guilty plea, deliver the signed and dated statement, along with all
2 of the documents requested therein, to the USAO by either email at
3 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
4 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
5 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
6 criminal debt shall be assessed based on the completed Financial
7 Disclosure Statement and all required supporting documents, as well
8 as other relevant information relating to ability to pay.

9 j. Authorize the USAO to obtain a credit report upon
10 returning a signed copy of this plea agreement.

11 k. Consent to the USAO inspecting and copying all of
12 defendant's financial documents and financial information held by the
13 United States Probation and Pretrial Services Office.

14 l. Recommend that defendant be sentenced to a term of
15 imprisonment of no less than 120 months and not seek, argue, or
16 suggest in any way, either orally or in writing, that the Court
17 impose a term of imprisonment below 120 months.

18 THE USAO'S OBLIGATIONS

19 3. The USAO agrees to:

20 a. Not contest facts agreed to in this agreement.

21 b. Abide by all agreements regarding sentencing contained
22 in this agreement.

23 c. At the time of sentencing, move to dismiss the
24 underlying indictment as against defendant. Defendant agrees,
25 however, that at the time of sentencing the Court may consider any
26 dismissed charges in determining the applicable Sentencing Guidelines
27 range, the propriety and extent of any departure from that range, and
28 the sentence to be imposed.

1 d. At the time of sentencing, provided that defendant
2 demonstrates an acceptance of responsibility for the offense up to
3 and including the time of sentencing, recommend a two-level reduction
4 in the applicable Sentencing Guidelines offense level, pursuant to
5 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
6 additional one-level reduction if available under that section.

7 NATURE OF THE OFFENSE

8 4. Defendant understands that for defendant to be guilty of
9 the crime charged in the single-count first superseding information,
10 that is, distribution of Protonitazene, in violation of Title 21,
11 United States Code, Sections 841(a)(1), (b)(1)(C), the following must
12 be true: (1) defendant knowingly distributed Protonitazene to another
13 person; and (2) defendant knew it was Protonitazene or any other
14 federally controlled substance.

15 PENALTIES AND RESTITUTION

16 5. Defendant understands that the statutory maximum sentence
17 that the Court can impose for a violation of Title 21, United States
18 Code, Sections 841(a)(1), (b)(1)(C), is: 20 years' imprisonment; a
19 lifetime period of supervised release; a fine of \$1,000,000 or twice
20 the gross gain or gross loss resulting from the offense, whichever is
21 greatest; and a mandatory special assessment of \$100.

22 6. Defendant understands that the statutory mandatory minimum
23 sentence that the Court must impose for a violation of 21 U.S.C.
24 Sections 841(a)(1), (b)(1)(C) is: a three-year period of supervised
25 release, and a mandatory special assessment of \$100.

26 7. Defendant understands that defendant will be required to
27 pay full restitution to the family of the victim who died as a result
28 of the offense conduct for which defendant is pleading guilty.

1 Defendant agrees that, in return for the USAO's compliance with its
2 obligations under this agreement, the Court may order restitution to
3 the family of the victim for any losses caused by the following:

4 (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in
5 connection with the offense to which defendant is pleading guilty;
6 and (b) any count dismissed pursuant to this agreement as well as all
7 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
8 those counts. The parties currently believe that the applicable
9 amount of restitution is approximately \$15,000 but recognize and
10 agree that this amount could change based on facts that come to the
11 attention of the parties prior to sentencing.

12 8. Defendant understands that supervised release is a period
13 of time following imprisonment during which defendant will be subject
14 to various restrictions and requirements. Defendant understands that
15 if defendant violates one or more of the conditions of any supervised
16 release imposed, defendant may be returned to prison for all or part
17 of the term of supervised release authorized by statute for the
18 offense that resulted in the term of supervised release.

19 9. Defendant understands that under 21 U.S.C. § 862a,
20 defendant will not be eligible for assistance under state programs
21 funded under the Social Security Act or Federal Food Stamp Act or for
22 federal food stamp program benefits, and that any such benefits or
23 assistance received by defendant's family members will be reduced to
24 reflect defendant's ineligibility.

25 10. Defendant understands that, by pleading guilty, defendant
26 may be giving up valuable government benefits and valuable civic
27 rights, such as the right to vote, the right to possess a firearm,
28 the right to hold office, and the right to serve on a jury. Defendant

1 understands that he is pleading guilty to a felony and that it is a
2 federal crime for a convicted felon to possess a firearm or
3 ammunition. Defendant understands that the conviction in this case
4 may also subject defendant to various other collateral consequences,
5 including but not limited to revocation of probation, parole, or
6 supervised release in another case and suspension or revocation of a
7 professional license. Defendant understands that unanticipated
8 collateral consequences will not serve as grounds to withdraw
9 defendant's guilty plea.

10 11. Defendant and his counsel have discussed the fact that, and
11 defendant understands that, if defendant is not a United States
12 citizen, the conviction in this case makes it practically inevitable
13 and a virtual certainty that defendant will be removed or deported
14 from the United States. Defendant may also be denied United States
15 citizenship and admission to the United States in the future.
16 Defendant understands that while there may be arguments that
17 defendant can raise in immigration proceedings to avoid or delay
18 removal, removal is presumptively mandatory and a virtual certainty
19 in this case. Defendant further understands that removal and
20 immigration consequences are the subject of a separate proceeding and
21 that no one, including his attorney or the Court, can predict to an
22 absolute certainty the effect of his conviction on his immigration
23 status. Defendant nevertheless affirms that he wants to plead guilty
24 regardless of any immigration consequences that his plea may entail,
25 even if the consequence is automatic removal from the United States.

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1 FACTUAL BASIS

2 12. Defendant admits that defendant is, in fact, guilty of the
3 offense to which defendant is agreeing to plead guilty. Defendant
4 and the USAO agree to the statement of facts provided below and agree
5 that this statement of facts is sufficient to support a plea of
6 guilty to the charge described in this agreement and to establish the
7 Sentencing Guidelines factors set forth in paragraph 15 below but is
8 not meant to be a complete recitation of all facts relevant to the
9 underlying criminal conduct or all facts known to either party that
10 relate to that conduct.

11 On or about April 19, 2024, in Los Angeles County, within the
12 Central District of California, defendant knowingly distributed a
13 federally controlled substance that contained Protonitazene to the
14 decedent, B.J. Specifically, on April 19, 2024, B.J. contacted
15 defendant on Instagram requesting "percs," i.e., Percocet or
16 counterfeit Oxycodone pills. Defendant responded that he could
17 provide as many "percs" as B.J. wanted, for \$20 a pill. They agreed
18 on 5 "percs." Defendant also stated that he had "bulk" supplies and
19 could sell B.J. 50-100 pills in the future. After B.J. expressed
20 concerns about recent friends overdosing on fake "percs" laced with
21 fentanyl, defendant assured B.J. that his "percs" were real and not
22 fake.

23 Defendant provided B.J. the pills on April 19, 2024. Moments
24 after B.J. consumed the pills defendant sold him, B.J. died from a
25 fatal Protonitazene overdose. If not for consuming the pills
26 containing Protonitazene received from defendant, B.J. would not have
27 died.

SENTENCING FACTORS

13. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate between the mandatory minimum and up to the maximum set by statute for the crime of conviction.

14. Pursuant to U.S.S.G. §§ 1B1.2(a) and (c), the parties stipulate that defendant committed a separate violation of 21 U.S.C. § 841(b)(1)(C) (distribution of Protonitazene resulting in death), in that, on or about April 19, 2024, defendant knowingly and intentionally distributed Protonitazene, the use of which resulted in the death of B.J., and that such overdose death resulting from defendant's distribution of Protonitazene constitutes a more serious offense than the offense of conviction for purposes of calculating the applicable Sentencing Guidelines offense level. Accordingly, pursuant to U.S.S.G. §§ 2d1.1(a)(2), 1B1.2(a), and 1B1.2(c), the parties stipulate that the Court should calculate the Sentencing Guidelines as if defendant had been convicted of the offense described in this paragraph and apply a base offense level of 38. The parties further stipulate that application of such a base offense level, which is greater than the base offense level that would

1 otherwise apply, is independently supported by U.S.S.G. § 5k2.1.
2 Defendant will not recommend, argue, or otherwise suggest that the
3 court impose a base offense level other than 38.

4 15. Defendant and the USAO agree to the following applicable
5 Sentencing Guidelines factors:

6 Base Offense Level: 38 U.S.S.G. § 2D1.1(a)(2)
7 Defendant and the USAO reserve the right to argue that additional
8 specific offense characteristics, adjustments, and departures under
9 the Sentencing Guidelines are appropriate, subject to paragraphs 2(1)
10 and 14 above.

11 16. Defendant understands that there is no agreement as to
12 defendant's criminal history or criminal history category.

13 17. Defendant and the USAO reserve the right to argue for a
14 sentence outside the sentencing range established by the Sentencing
15 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
16 (a)(2), (a)(3), (a)(6), and (a)(7), subject to paragraphs 2(h) and
17 3(e) above.

18 WAIVER OF CONSTITUTIONAL RIGHTS

19 18. Defendant understands that by pleading guilty, defendant
20 gives up the following rights:

- 21 a. The right to persist in a plea of not guilty.
22 b. The right to a speedy and public trial by jury.
23 c. The right to be represented by counsel -- and if
24 necessary, have the Court appoint counsel -- at trial. Defendant
25 understands, however, that, defendant retains the right to be
26 represented by counsel -- and if necessary have the Court appoint
27 counsel -- at every other stage of the proceeding.
28

1 d. The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant guilty
3 beyond a reasonable doubt.

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h. Any and all rights to pursue any affirmative defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION; WAIVER OF COLLATERAL ATTACK

16 19. Defendant understands that, with the exception of an appeal
17 based on a claim that defendant's guilty plea was involuntary, by
18 pleading guilty defendant is waiving and giving up any right to
19 appeal defendant's conviction on the offense to which defendant is
20 pleading guilty. Defendant understands that this waiver includes,
21 but is not limited to, arguments that the statute to which defendant
22 is pleading guilty is unconstitutional, and any and all claims that
23 the statement of facts provided herein is insufficient to support
24 defendant's plea of guilty.

25 20. Defendant also gives up any right to bring a post-
26 conviction collateral attack on the conviction or sentence, including
27 any order of restitution, except a post-conviction collateral attack
28 based on a claim of ineffective assistance of counsel, a claim of

1 newly discovered evidence, or an explicitly retroactive change in the
2 applicable Sentencing Guidelines, sentencing statutes, or statutes of
3 conviction. Defendant understands that this waiver includes, but is
4 not limited to, arguments that the statute to which defendant is
5 pleading guilty is unconstitutional, and any and all claims that the
6 statement of facts provided herein is insufficient to support
7 defendant's plea of guilty.

8 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

9 21. Defendant agrees that, provided the Court imposes a total
10 term of imprisonment of no more than 240 months, defendant gives up
11 the right to appeal all of the following: (a) the procedures and
12 calculations used to determine and impose any portion of the
13 sentence; (b) the term of imprisonment imposed by the Court; (c) the
14 fine imposed by the Court, provided it is within the statutory
15 maximum; (d) the amount and terms of any restitution order; (e) to
16 the extent permitted by law, the constitutionality or legality of
17 defendant's sentence, provided it is within the statutory maximum;
18 (f) the term of probation or supervised release imposed by the Court,
19 provided it is within the statutory maximum; and (g) any of the
20 following conditions of probation or supervised release imposed by
21 the Court: the conditions set forth in Second Amended General Order
22 20-04 of this Court; the drug testing conditions mandated by 18
23 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
24 conditions authorized by 18 U.S.C. § 3563(b)(7).

25 22. The USAO agrees that, provided (a) all portions of the
26 sentence are at or above the statutory minimum and at or below the
27 statutory maximum specified above and (b) the Court imposes a term of
28

1 imprisonment of no less than 120 months, the USAO gives up its right
2 to appeal any portion of the sentence.

3 RESULT OF WITHDRAWAL OF GUILTY PLEA

4 23. Defendant agrees that if, after entering a guilty plea
5 pursuant to this agreement, defendant seeks to withdraw and succeeds
6 in withdrawing defendant's guilty plea on any basis other than a
7 claim and finding that entry into this plea agreement was
8 involuntary, then (a) the USAO will be relieved of all of its
9 obligations under this agreement; and (b) should the USAO choose to
10 pursue any charge that was either dismissed or not filed as a result
11 of this agreement, then (i) any applicable statute of limitations
12 will be tolled between the date of defendant's signing of this
13 agreement and the filing commencing any such action; and
14 (ii) defendant waives and gives up all defenses based on the statute
15 of limitations, any claim of pre-indictment delay, or any speedy
16 trial claim with respect to any such action, except to the extent
17 that such defenses existed as of the date of defendant's signing this
18 agreement.

19 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

20 24. Defendant agrees that if the count of conviction is
21 vacated, reversed, or set aside, both the USAO and defendant will be
22 released from all their obligations under this agreement.

23 EFFECTIVE DATE OF AGREEMENT

24 25. This agreement is effective upon signature and execution of
25 all required certifications by defendant, defendant's counsel, and an
26 Assistant United States Attorney.

BREACH OF AGREEMENT

26. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

27. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 28. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 29. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court, (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence, and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error, although each party agrees to
27 maintain its view that the calculations in paragraph 15 are
28 consistent with the facts of this case. While this paragraph permits

1 both the USAO and defendant to submit full and complete factual
2 information to the United States Probation and Pretrial Services
3 Office and the Court, even if that factual information may be viewed
4 as inconsistent with the facts agreed to in this agreement, this
5 paragraph does not affect defendant's and the USAO's obligations not
6 to contest the facts agreed to in this agreement.

7 30. Defendant understands that even if the Court ignores any
8 sentencing recommendation, finds facts or reaches conclusions
9 different from those agreed to, and/or imposes any sentence up to the
10 maximum established by statute, defendant cannot, for that reason,
11 withdraw defendant's guilty plea, and defendant will remain bound to
12 fulfill all defendant's obligations under this agreement. Defendant
13 understands that no one -- not the prosecutor, defendant's attorney,
14 or the Court -- can make a binding prediction or promise regarding
15 the sentence defendant will receive, except that it will be between
16 the statutory mandatory minimum and the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 31. Defendant understands that, except as set forth herein,
19 there are no promises, understandings, or agreements between the USAO
20 and defendant or defendant's attorney, and that no additional
21 promise, understanding, or agreement may be entered into unless in a
22 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

32. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

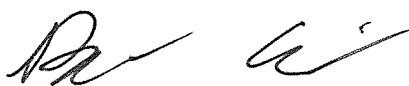
AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA


BILAL A. ESSAYLI
United States Attorney


LISA J. LINDHORST
Assistant United States Attorney

5.25.25
Date


BENJAMIN ANTHONY COLLINS
Defendant

5/22/25
Date

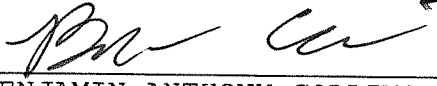

MARK DANIEL MELNICK
Attorney for Defendant BENJAMIN
ANTHONY COLLINS

5-22-25
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has

1 advised me of my rights, of possible pretrial motions that might be
 2 filed, of possible defenses that might be asserted either prior to or
 3 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
 4 of relevant Sentencing Guidelines provisions, and of the consequences
 5 of entering into this agreement. No promises, inducements, or
 6 representations of any kind have been made to me other than those
 7 contained in this agreement. No one has threatened or forced me in
 8 any way to enter into this agreement. I am satisfied with the
 9 representation of my attorney in this matter, and I am pleading
 10 guilty because I am guilty of the charge and wish to take advantage
 11 of the promises set forth in this agreement, and not for any other
 12 reason.

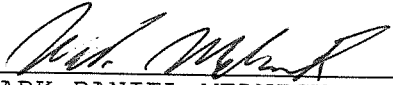
13 
 14 BENJAMIN ANTHONY COLLINS
 15 Defendant

5/22/25
 Date

17 CERTIFICATION OF DEFENDANT'S ATTORNEY

18 I am BENJAMIN ANTHONY COLLINS's attorney. I have carefully and
 19 thoroughly discussed every part of this agreement with my client.
 20 Further, I have fully advised my client of his rights, of possible
 21 pretrial motions that might be filed, of possible defenses that might
 22 be asserted either prior to or at trial, of the sentencing factors
 23 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 24 provisions, and of the consequences of entering into this agreement.
 25 To my knowledge: no promises, inducements, or representations of any
 26 kind have been made to my client other than those contained in this
 27 agreement; no one has threatened or forced my client in any way to
 28 enter into this agreement; my client's decision to enter into this

1 agreement is an informed and voluntary one; and the factual basis set
2 forth in this agreement is sufficient to support my client's entry of
3 a guilty plea pursuant to this agreement.

4 
5 MARK DANIEL MELNICK
6 Attorney for Defendant BENJAMIN
ANTHONY COLLINS

5-22-25
Date